

EXHIBIT B

**Uniform Domain Name Dispute Resolution  
Policy**



MAR 27 2019

AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
BY [signature]

**This page is available in:**

- English

Policy Adopted: August 26, 1999

Implementation Documents Approved: October 24, 1999

**Notes:**

**1. This policy is now in effect. See [www.icann.org/udrp/udrp-schedule.htm](http://www.icann.org/udrp/udrp-schedule.htm) for the implementation schedule.**

**2. This policy has been adopted by all ICANN-accredited registrars. It has also been adopted by certain managers of country-code top-level domains (e.g., .nu, .tv, .ws).**

**3. The policy is between the registrar (or other registration authority in the case of a country-code top-level domain) and its customer (the domain-name holder or registrant). Thus, the policy uses "we" and "our" to refer to the registrar and it uses "you" and "your" to refer to the domain-name holder.**

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**Uniform Domain Name Dispute Resolution Policy**

(As Approved by ICANN on October 24, 1999)

**1. Purpose.** This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <https://www.icann.org/resources/pages/udrp-rules-2015-03-11-en>, and the selected administrative-dispute-resolution service provider's supplemental rules.

**2. Your Representations.** By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not

1 knowingly use the domain name in violation of any applicable laws or regulations. It is your  
2 responsibility to determine whether your domain name registration infringes or violates someone else's  
3 rights.

4 **3. Cancellations, Transfers, and Changes.** We will cancel, transfer or otherwise make changes to  
5 domain name registrations under the following circumstances:

6 a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic  
7 instructions from you or your authorized agent to take such action;

8 b. our receipt of an order from a court or arbitral tribunal, in each case of competent  
9 jurisdiction, requiring such action; and/or

10 c. our receipt of a decision of an Administrative Panel requiring such action in any  
11 administrative proceeding to which you were a party and which was conducted under this  
12 Policy or a later version of this Policy adopted by ICANN. (See Paragraph  
13 4(i) and (k) below.)

14 We may also cancel, transfer or otherwise make changes to a domain name registration in accordance  
15 with the terms of your Registration Agreement or other legal requirements.

16 **4. Mandatory Administrative Proceeding.**

17 This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory  
18 administrative proceeding. These proceedings will be conducted before one of the administrative-  
19 dispute-resolution service providers listed at [www.icann.org/en/dndr/udrp/approved-](http://www.icann.org/en/dndr/udrp/approved-providers.htm)  
20 [providers.htm](http://www.icann.org/en/dndr/udrp/approved-providers.htm)(each, a "Provider").

21 **a. Applicable Disputes.** You are required to submit to a mandatory administrative  
22 proceeding in the event that a third party (a "complainant") asserts to the applicable  
23 Provider, in compliance with the Rules of Procedure, that

24 (i) your domain name is identical or confusingly similar to a trademark or  
25 service mark in which the complainant has rights; and

26 (ii) you have no rights or legitimate interests in respect of the domain name;  
27 and

28 (iii) your domain name has been registered and is being used in bad faith.

29 In the administrative proceeding, the complainant must prove that each of these three  
30 elements are present.

31 **b. Evidence of Registration and Use in Bad Faith.** For the purposes of Paragraph 4(a)  
32 (iii), the following circumstances, in particular but without limitation, if found by the Panel  
33 to be present, shall be evidence of the registration and use of a domain name in bad faith:

34 (i) circumstances indicating that you have registered or you have acquired the  
35 domain name primarily for the purpose of selling, renting, or otherwise

transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or

(ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

**c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint.** When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii):

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

**d. Selection of Provider.** The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

**e. Initiation of Proceeding and Process and Appointment of Administrative Panel.** The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

1 **f. Consolidation.** In the event of multiple disputes between you and a complainant, either  
2 you or the complainant may petition to consolidate the disputes before a single  
3 Administrative Panel. This petition shall be made to the first Administrative Panel  
4 appointed to hear a pending dispute between the parties. This Administrative Panel may  
5 consolidate before it any or all such disputes in its sole discretion, provided that the  
6 disputes being consolidated are governed by this Policy or a later version of this Policy  
7 adopted by ICANN.

8 **g. Fees.** All fees charged by a Provider in connection with any dispute before an  
9 Administrative Panel pursuant to this Policy shall be paid by the complainant, except in  
10 cases where you elect to expand the Administrative Panel from one to three panelists as  
11 provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split  
12 evenly by you and the complainant.

13 **h. Our Involvement in Administrative Proceedings.** We do not, and will not, participate  
14 in the administration or conduct of any proceeding before an Administrative Panel. In  
15 addition, we will not be liable as a result of any decisions rendered by the Administrative  
16 Panel.

17 **i. Remedies.** The remedies available to a complainant pursuant to any proceeding before  
18 an Administrative Panel shall be limited to requiring the cancellation of your domain name  
19 or the transfer of your domain name registration to the complainant.

20 **j. Notification and Publication.** The Provider shall notify us of any decision made by an  
21 Administrative Panel with respect to a domain name you have registered with us. All  
22 decisions under this Policy will be published in full over the Internet, except when an  
23 Administrative Panel determines in an exceptional case to redact portions of its decision.

24 **k. Availability of Court Proceedings.** The mandatory administrative proceeding  
25 requirements set forth in Paragraph 4 shall not prevent either you or the complainant from  
26 submitting the dispute to a court of competent jurisdiction for independent resolution  
27 before such mandatory administrative proceeding is commenced or after such proceeding  
28 is concluded. If an Administrative Panel decides that your domain name registration should  
29 be canceled or transferred, we will wait ten (10) business days (as observed in the location  
30 of our principal office) after we are informed by the applicable Provider of the  
31 Administrative Panel's decision before implementing that decision. We will then  
32 implement the decision unless we have received from you during that ten (10) business day  
33 period official documentation (such as a copy of a complaint, file-stamped by the clerk of  
34 the court) that you have commenced a lawsuit against the complainant in a jurisdiction to  
35 which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure.  
36 (In general, that jurisdiction is either the location of our principal office or of your address  
37 as shown in our Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure  
38 for details.) If we receive such documentation within the ten (10) business day period, we  
39 will not implement the Administrative Panel's decision, and we will take no further action,  
40 until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii)  
41 evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a  
42 copy of an order from such court dismissing your lawsuit or ordering that you do not have

1 the right to continue to use your domain name.

2 **5. All Other Disputes and Litigation.** All other disputes between you and any party other than us  
3 regarding your domain name registration that are not brought pursuant to the mandatory administrative  
4 proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any  
5 court, arbitration or other proceeding that may be available.

6 **6. Our Involvement in Disputes.** We will not participate in any way in any dispute between you and  
7 any party other than us regarding the registration and use of your domain name. You shall not name us  
8 as a party or otherwise include us in any such proceeding. In the event that we are named as a party in  
9 any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take  
10 any other action necessary to defend ourselves.

11 **7. Maintaining the Status Quo.** We will not cancel, transfer, activate, deactivate, or otherwise change  
12 the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

13 **8. Transfers During a Dispute.**

14 **a. Transfers of a Domain Name to a New Holder.** You may not transfer your domain  
15 name registration to another holder (i) during a pending administrative proceeding brought  
16 pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the  
17 location of our principal place of business) after such proceeding is concluded; or (ii)  
18 during a pending court proceeding or arbitration commenced regarding your domain name  
19 unless the party to whom the domain name registration is being transferred agrees, in  
20 writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel  
21 any transfer of a domain name registration to another holder that is made in violation of  
22 this subparagraph.

23 **b. Changing Registrars.** You may not transfer your domain name registration to another  
24 registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or  
25 for a period of fifteen (15) business days (as observed in the location of our principal place  
26 of business) after such proceeding is concluded. You may transfer administration of your  
27 domain name registration to another registrar during a pending court action or arbitration,  
28 provided that the domain name you have registered with us shall continue to be subject to  
29 the proceedings commenced against you in accordance with the terms of this Policy. In the  
30 event that you transfer a domain name registration to us during the pendency of a court  
31 action or arbitration, such dispute shall remain subject to the domain name dispute policy  
32 of the registrar from which the domain name registration was transferred.

33 **9. Policy Modifications.** We reserve the right to modify this Policy at any time with the permission  
34 of ICANN. We will post our revised Policy at <URL> at least thirty (30) calendar days before it  
35 becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a  
36 Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you  
37 until the dispute is over, all such changes will be binding upon you with respect to any domain name  
38 registration dispute, whether the dispute arose before, on or after the effective date of our change. In  
39 the event that you object to a change in this Policy, your sole remedy is to cancel your domain name  
40 registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The  
41 revised Policy will apply to you until you cancel your domain name registration